contracted to support a relative. On his failure to do so, the plaintiff cared for her while she was ill. *Held*, that he cannot recover from the defendant for his services. *Matheny* v. *Chester*, 133 S. W. 754 (Ky.).

The court denied recovery on the ground that the plaintiff was in no way affected by the defendant's contract. But it entirely overlooks the possibility of a quasi-contractual right arising from the benefit conferred by the discharge of the defendant's obligation. *Exall* v. *Partridge*, 8 T. R. 308. To establish this it must be shown that the plaintiff did not act officiously. *Dunbar* v. *Williams*, 10 Johns. (N. Y.) 249. He must act under some necessity, such as to preserve his property or discharge his debt. *Johnson* v. *Royal Mail Steam Packet Co.*, L. R. 3 C. P. 38. Even fulfilling a strong moral duty, such as supporting those in need or rendering funeral services, is enough. *Gilley* v. *Gilley*, 79 Me. 292; *Patterson* v. *Patterson*, 59 N. Y. 574. The plaintiff, moreover, must expect recompense. See KEENER, QUASI-CONTRACTS, 350. In the principal case the illness of the defendant's relative furnishes, on the authorities, sufficient necessity. The result of the decision may be right if the evidence showed that no recompense was expected, but the court's reasoning seems indefensible, since one not a party to the defendant's contract to support may be allowed recovery in quasi-contract. *Forsyth* v. *Ganson*, 5 Wend. (N. Y.) 558; *Rundell* v. *Bentley*, 53 Hun (N. Y.) 272. The decision leads to a circuity of action, since the plaintiff may recover from the defendant's relative, who may in turn sue the defendant.

RESTRAINTS ON ALIENATION — CONDITION AGAINST ALIENATION QUALIFIED AS TO PERSONS. — The testatrix devised property in fee to children and grandchildren on condition that if any of them "shall voluntarily or involuntarily alienate or devise the portion set apart for them other than to some descendant of mine (except for life to the wife or husband of some descendant of mine while such descendant may be living) and without the consent of all my descendants who shall at the time be capable of conveying real property," then over to the other descendants. *Held*, that the conditional limitation over is void. *Manierre* v. *Welling*, 78 Atl. 507 (R. I.).

It is now well settled that a condition or conditional limitation restraining an owner in fee simple from selling his land is bad. *Potter* v. *Couch*, 141 U. S. 296. And the same result follows when the restriction is against alienation within a limited time. *Mandlebaum* v. *McDonell*, 29 Mich. 78. Where the restraint is one qualified as to persons, the authorities are in hopeless confusion and no settled rule has been evolved. See GRAY, RESTRAINTS ON ALIENATION, 2 ed., §§ 31–45. One test adopted in determining the validity of such clauses is "whether the condition takes away the whole power of alienation substantially." *In re Macleay*, L. R. 20 Eq. 186, 189. But its correctness has been doubted in a later decision. *In re Rosher*, 26 Ch. D. 801, 816. It is frequently said that a condition not to alienate to particular persons is good. See *Winsor* v. *Mills*, 157 Mass. 362, 364. And this would seem to be correct, since the removal of these persons from the number of possible transferees effects practically no restraint on alienation. It is submitted as the correct rule that any condition against alienation is bad if alienation is restricted to particular individuals or a particular class, and hence the court in the main case properly held the restraint invalid.

RESTRICTIONS AND RESTRICTIVE AGREEMENTS AS TO THE USE OF PROPERTY — RESTRICTION ON USE OF LEASEHOLD PREMISES CONTINUING AFTER SURRENDER. — A had leasehold interests in two neighboring shops, in one of which he carried on the trade of a pork butcher, and in the other that of a general butcher. A sold his lease and business in the latter to the plaintiff, covenanting not to engage in the trade of general butcher within three miles. The defendant, who had notice of this covenant, decided to buy A's business; so A surrendered his lease in the first shop. The defendant took out a new lease of the